

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

The Employee Retirement Income Security Act of 1974, as amended (ERISA), guarantees you certain rights and protections as a participant in the various benefit plans provided by the company. Here's a summary of your rights under ERISA.

ERISA provides that all plan participants are entitled to:

- Examine, without charge, at the Benefit Office and at other specified work sites, all plan documents, including insurance contracts, and copies of all documents filed by the plan with the U.S. Department of Labor, such as detailed annual reports.
- Obtain copies of all plan documents and other plan information upon written request to the Benefit Office. The Benefit Office may make a reasonable charge for such copies.
- Receive a summary of each plan's financial report. The Benefit Office is required by law to furnish each participant with a copy of summary annual reports.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65), and, if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must

be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of employee benefit plans. The people who operate your plans, called "fiduciaries," have a duty to do so prudently and in the interest of you and other participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the plan review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Benefit Office and don't receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Benefit Office to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials weren't sent because of reasons beyond the control of the Benefit Office.

If you have a claim for benefits that's denied or ignored, in whole or in part, you may file suit in a state or federal court.

If the plan fiduciaries misuse the plan's money, or if you're discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who will pay court costs and legal fees. If you're successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees—if, for example, it finds your claim is frivolous.

If you have any questions about the plan, you should contact the administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the Pension and Welfare Benefit Administration, U.S. Department of Labor.

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EXHIBIT 1
APPENDIX B
ATTACHMENT 5

NYNEX MEDICAL EXPENSE PLAN

MEDICAL EXPENSE PLAN

A. Undertaking.

1. The Company undertakes to make available the Medical Expense Plan (hereinafter called the "Plan") to Employees, Retired Employees (as such terms are defined in Section B), and certain of their dependents which will pay benefits in accordance with the terms hereof.
2. The Plan benefits will be provided under contracts between the Company and one or more Administrators selected by the Company. Such contracts shall include the substance of Sections B through P, and shall be administered by the respective Administrators, which will determine benefits and other questions arising thereunder. The contracts necessarily will conform to applicable state or federal laws. If any of the provisions of the Plan must be modified because of state laws, such modification will be made by the Company.
3. The Company and each other Employer reserve the right to terminate or amend the Plan, subject to any duty to bargain collectively; however, the Company and each other Employer intend that the Plan terms comply with Section 89(k) of the Internal Revenue Code.

B. General Definitions.

1. "Administrator" - The insurance company or companies or other administrator(s) selected by the Company to provide certain administrative services under the Plan.
2. "Ambulatory Surgical Facility" - An institution, either freestanding or as part of a Hospital, with permanent facilities that is equipped and operated for the primary purpose of performing surgical procedures in which a

C. Eligibility.

1. In General.

Except as provided in paragraph 2, the following persons are eligible for coverage under the Plan subject to the provisions of Section D:

- (a) All Employees.
- (b) All Retired Employees.
- (c) Dependents (Class I and Class II) of eligible Employees and Retired Employees.
- (d) Sponsored Dependents.

2. No Duplicate Coverage.

No person shall be eligible for coverage as an Employee or Retired Employee and at the same time as a Dependent of an Employee or Retired Employee under this Plan or any other Plan offered by the NYNEX Companies that provides Hospital Benefits, medical benefits, surgical benefits, or benefits for Other Covered Charges.

No person shall be eligible for coverage as a Dependent of more than one Employee or Retired Employee at the same time under this Plan, or under any other plan offered by the NYNEX Companies that provides hospital benefits, medical benefits, surgical benefits, or benefits for Other Covered Charges.

3. Excluded Former Employees.

Former Employees (other than Retired Employees) who are

H. Cessation of Coverage (Other than COBRA Coverage).

1. In-General.

This Section H sets forth the events that will cause a person's coverage under the Plan to cease, except to the extent that COBRA coverage is elected pursuant to the provisions of Section I. When used in this Section H, the term "coverage" shall mean coverage under the Plan other than COBRA coverage.

2. Employees.

An Employee's coverage shall cease at midnight on the earliest of the following dates:

- (a) The day the Employee dies;
- (b) The last day of the month in which the Employee becomes a management employee of the Employer;
- (c) The day before the day on which the Employee becomes covered under an HMO;
- (d) The last day of the month for which the Employee fails to pay any premium which is required (pursuant to any other provision of the Plan) as a condition of coverage;
- (e) The last day of the month in which the Employee begins an approved leave of absence;
- (f) The last day of the month in which the Employee requests in writing that coverage cease, provided that the Employee has attained age 65 on or before such day;

- (g) The day the Plan is discontinued;
 - (h) The day before the day on which the Employee becomes a Retired Employee or becomes eligible to receive benefits under one of the NYNEX Companies' long-term disability plans, but only if such Employee elects (in lieu of the coverage otherwise provided to Retired Employees) COBRA coverage that is not subject to the maximum lifetime benefit described in Paragraph 8 of Section E; or
 - (i) The last day of the month in which the Employee terminates employment with the Employer (other than as a Retired Employee), or such later date as may be specified in clauses (i) or (ii) below:
 - (i) Termination Due to Layoff, Etc. The coverage of an Employee (A) whose employment is terminated as a result of layoff or application of the "force adjustment procedures" (as such term is defined in the applicable collective bargaining agreement), or (B) who elects to leave the service of the Employer pursuant to the provisions of any "income protection plan" (as such term is defined in the applicable collective bargaining agreement), or (C) who elects, pursuant to the "technological displacement provisions" (as such term is defined in the applicable collective bargaining agreement), to accept a termination allowance and leave the service of the Company in lieu of reassignment to a different job title involving a reduction in pay or to a location requiring a change in residence, shall cease--
- (1) on the last day of the sixth month following the month in which such

3. Retired Employees.

A Retired Employee's coverage shall cease at midnight on the earliest of the following dates:

- (a) the day the Retired Employee dies;
- (b) the day before the day on which the Retired Employee returns to the Employer as a management employee of the Employer;
- (c) the day before the day on which the Retired Employee becomes covered under an HMO;
- (d) the last day of the month in which the Retired Employee fails to pay any premium which is required (pursuant to any other provision of the Plan) as a condition of coverage;
- (e) The last day of the month in which the Retired Employee requests in writing that coverage cease, provided that the Retired Employee has attained age 65 on or before such day; or
- (f) the day the Plan is discontinued.

4. Dependents.

The coverage of a person as a Dependent of an Employee or a Retired Employee shall cease at midnight on the earliest of the following dates:

- (a) the day such Employee's or Retired Employee's coverage under the Plan ceases for any reason other than death;

8. Right to Use Data.

The Company and the Administrators reserve the right to derive data for purposes of statistical analysis from the claims files held in connection with the Plan.

P. Administrative Information.

1. The names and addresses of the Administrators and the agent for service of legal process can be found in the Plan's summary plan description, which is entitled "NYNEX Benefits for Non-Management Employees -- Protecting Important People."
2. The Administrator shall have all such powers as may be necessary to carry out the provisions hereof and may, from time to time, establish rules for the administration of the Plan and the transaction of the Plan's business. In making any such

made, all reports or other filings, necessary to meet the reporting and disclosure requirements of ERISA which are the responsibility of the "plan administrators" under ERISA.

Q. No Enlargement of Employee Rights

Nothing contained in this Plan is intended to give any Employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any Employee at any time. No Employee, prior to his satisfaction of the conditions of eligibility for benefits under the Plan, nor any other person, shall have any right to or interest in the Plan, other than as specifically provided in the Plan.

R. Non-Alienation.

No benefit payable at any time shall be subject to the debts or liabilities of a covered person. Any attempt to alienate, sell, transfer, assign, pledge or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, garnishment or encumbrance of any kind.

S. Employer Identification Number.

The Employer Identification Number is 13-3180909.

T. Plan Number

The Plan Number is 522.

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YOUR NYNEX MEDICAL EXPENSE PLAN

The cost of providing medical care continues its dramatic rise. Today, unexpected doctor bills can throw even the most carefully planned budget out of kilter. If you get sick or are injured and require hospitalization or major surgery, the cost can be staggering.

That's why the NYNEX Medical Expense Plan is so valuable a benefit. It protects you from financially burdensome medical bills while providing you the opportunity to get the medical care you need.

And the Health Care Administration program not only helps to protect you from any unnecessary surgery but also assists you in using the NYNEX Medical Expense Plan in a cost-efficient way.

The NYNEX Medical Expense Plan follows the traditional "fee for service" approach to medical care. If you prefer a prepaid approach that emphasizes preventive care, and you live in an area that's serviced by a participating Health Maintenance Organization (HMO), you may select HMO Coverage (See Appendix C "Health Maintenance Organizations" for information on HMO coverage.)

Whether you choose the NYNEX Medical Expense Plan or an HMO, you and your eligible enrolled dependents can rest assured that you and the important people in your life are provided with valuable medical benefits that protect you from burdensome medical expenses.

A QUICK LOOK AT THE NYNEX MEDICAL EXPENSE PLAN

This chart summarizes the major benefits offered by the NYNEX Medical Expense Plan. It doesn't detail the requirements either you or the provider of service must satisfy to receive payments from the plan.

To make sure you fully understand what the plan covers and what conditions must be satisfied, you'll want to read carefully "Who Is Eligible" and "What the Plan Covers" for more information.

Plan Provision

Highlight

Eligibility

Regular non-management employees, certain temporary employees with certain service requirements employed by a NYNEX participating company and non-management employees who retired with a service or disability pension on or after August 10, 1986. Non-management retirees who retired before January 1, 1987, are not subject to certain cost-containment provisions of the plan.

Coverage for Spouse and Dependents

Your spouse and dependents are covered if they meet the plan's eligibility requirements and are enrolled.

Cost

There is no premium cost for coverage for you and certain eligible enrolled dependents when you have six months of net credited service with a NYNEX participating company, if you're a full-time employee or a part-time employee working 25 or more hours a week.

You may have coverage for you and certain enrolled dependents during your first six months of service by paying the premium cost of that coverage.

If You Receive Long Term Disability Benefits

The NYNEX Medical Expense Plan continues to cover you and your eligible enrolled dependents if you become disabled and are eligible to receive benefits from the Long Term Disability Plan on or after August 10, 1986. However, Sponsored Children are not covered.

However, there is a maximum lifetime benefit that applies to you and each of your eligible enrolled dependents. The maximum lifetime benefit applies only to the Other Covered Charges portion of the plan. The maximum is \$250,000. This maximum applies to each eligible enrolled dependent.

The first \$3,500 of each covered individual's benefits each year doesn't count toward the maximum lifetime benefit for the covered individual.

A Word About Medicare and Social Security Insurance Disability Benefits

You'll become eligible for Medicare after receiving Social Security Disability Insurance Benefits (DIB) for ~~24~~ months. Medicare Part A, which provides benefits for hospital care, costs you nothing. For Medicare Part B, which provides benefits for doctors' charges and other covered medical expenses, the government charges a monthly premium which is your responsibility. If you're retired on a service or disability pension, the company contributes

\$27.90 toward the cost of the Medicare Part B coverage for you and your spouse, if you're retired, or if you're an active employee and you choose to be covered under Medicare only. If you retire on or after January 1, 1990, the company will contribute \$27.90 towards the monthly cost of the Medicare Part B premium for you only. Employees hired after the Return Date will not be eligible for a Medicare reimbursement. (See Appendix B—"Return Dates" for more information.)

The NYNEX Medical Expense Plan will continue to provide benefits even after you become eligible for Medicare. You should enroll for Medicare coverage when you first become eligible. Medicare will become your primary provider of benefits, and the NYNEX Medical Expense Plan will provide secondary benefits. This means you submit all claims to Medicare first.

If any bills remain unpaid after Medicare has paid to the limits of its coverage, then you would file a claim with the NYNEX Medical Expense Plan. When you receive an Explanation of Medicare Benefits (EOMB) form, you must send it to your carrier, along with the carrier's claim form.

If you're not receiving either a service or disability pension when Long Term Disability benefits end, all coverage under the NYNEX Medical Expense Plan ends at that time.

WHEN YOUR COVERAGE NORMALLY ENDS

Coverage normally ends on the last day of the month in which:

- you terminate employment with a NYNEX company
- you begin a leave of absence
- you become a management employee
- you fail to make any necessary premium payment
- you join an HMO
- your coverage under the NYNEX Long Term Disability Plan ends or
- you die.

Under certain circumstances, continuation of your NYNEX Medical Expense Plan coverage is available. (See "Continued Coverage" for more information.)

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NYNEX NON-MANAGEMENT
DENTAL EXPENSE PLAN

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NYNEX NON-MANAGEMENT
DENTAL EXPENSE PLAN

A. Undertaking.

1. The Company undertakes to make available the Dental Expense Plan (hereinafter called the "Plan") to Employees, Retired Employees, and certain of their Dependents which will pay Benefits in accordance with the terms of the Plan.
2. The Plan Benefits will be provided under contracts between the Company and one or more Administrators selected by the Company. Such contracts shall include the substance of Sections B through M, and shall be administered by the respective Administrators, which will determine Benefits and other questions arising thereunder. The contracts necessarily will conform to applicable state or federal laws. If any of the provisions of the Plan must be modified because of state laws, such modification will be made by the Company.
3. The Company and each other Employer reserve the right to terminate or amend the Plan, subject to any duty to bargain collectively; however, the Company and each other Employer intend that the Plan terms comply with Section 89(k) of the Internal Revenue Code.

B. Definitions.

1. "Abutment" - A terminal tooth or root that retains or supports a Bridge or a fixed or removable Prosthesis.

3. Excluded Former Employees.

Former Employees (other than Retired Employees) who are eligible for or who receive deferred vested pensions are excluded from the coverage and Benefits of this Plan.

4. Leave of Absence.

Individuals who are eligible for coverage but are on leave of absence on the Effective Date of the Plan will have their coverage become effective on the date they return to work.

Coverage for Employees returning to work immediately following an approved Leave of Absence whose coverage ceased during such leave, will be effective on the first of the month following the date of return.

D. Effective Dates of Coverage.

1. Employees and Retired Employees.

(a) In General. Employees and Retired Employees covered under Predecessor Plans will be covered under this Plan, subject to the terms of the Plan.

(b) Coverage After Six Months of Employment.

(i) Full-Time Employees. An Employee scheduled to work at least 25 hours per week will be covered automatically under this Plan, with the Employer contributing the full cost of

(q) Anesthesia, except General Anesthesia that is

[REDACTED]

- (b) The last day of the month in which the Employee becomes a management employee of the Employer;
- (c) The last day of the month for which the Employee fails to pay any premium which is required (pursuant to any other provision of the Plan) as a condition of coverage;
- (d) The last day of the month in which the Employee begins an approved leave of absence;
- (e) The day the Plan is discontinued;
- (f) The day before the day on which the Employee becomes eligible to receive benefits under one of the NYNEX Companies' long-term disability plans;
- (g) The last day of the month in which the Employee terminates employment with the Employer (other than as a Retired Employee).

3. Retired Employees.

A Retired Employee's coverage shall cease at midnight on the earliest of the following dates:

- (a) the day the Retired Employee dies;
- (b) the day before the day on which the Retired Employee returns to the Employer as a management employee of the Employer;
- (c) the last day of the month in which the Retired Employee fails to pay any premium which is required

(pursuant to any other provision of the Plan) as a condition of coverage;

(d) the day the Plan is discontinued.

4. Dependents.

The coverage of a person as a Dependent of an Employee or a Retired Employee shall cease at midnight on the earliest of the following dates:

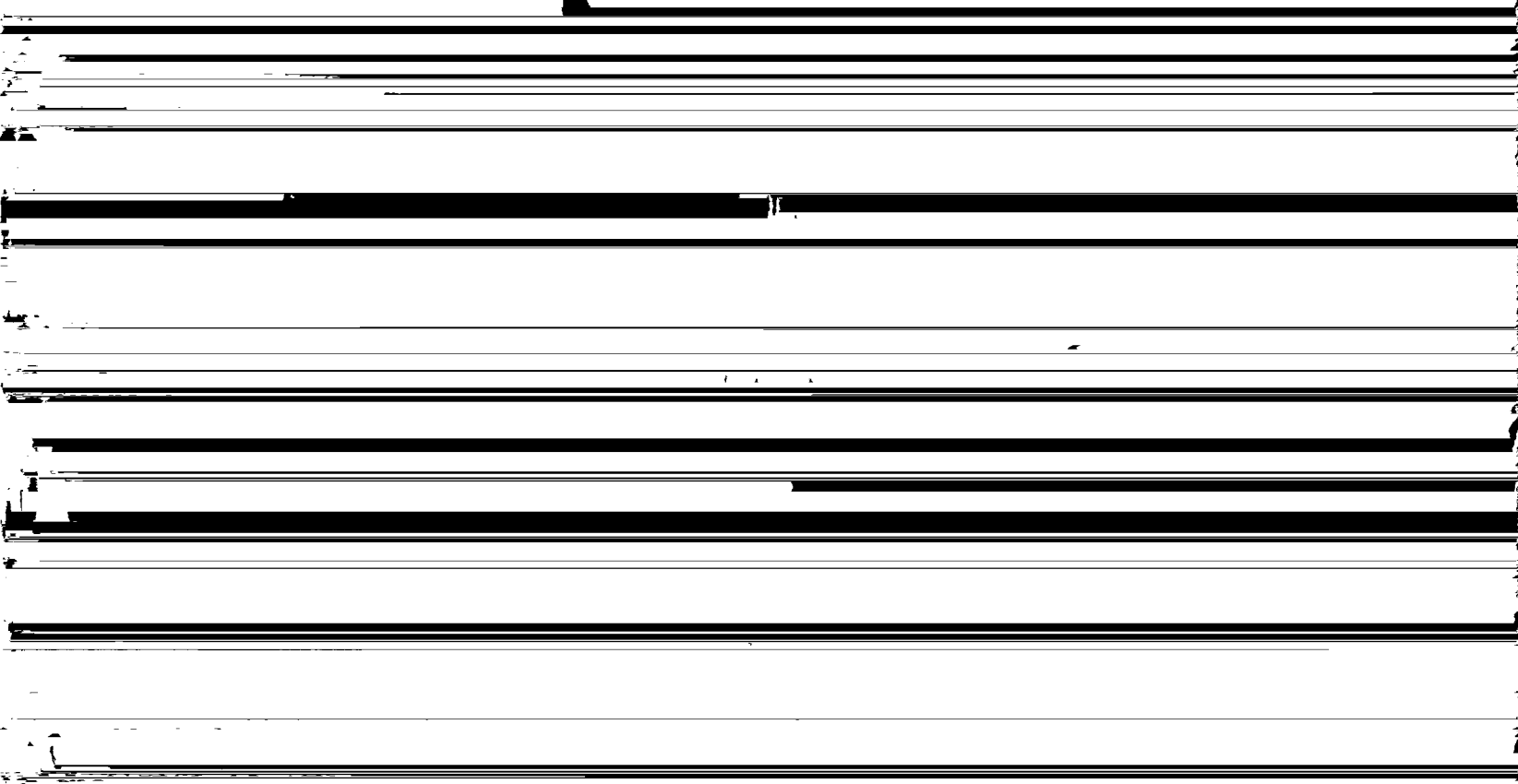
- (a) the day such Employee's or Retired Employee's coverage under the Plan ceases for any reason other than death;
- (b) the last day of the month in which such Employee or Retired Employee dies.
- (c) the last day of the month in which such Dependent ceases to be a Dependent of such Employee or Retired Employee;
- (d) the last day prior to any period for which such Employee or Retired Employee fails to enroll such Dependent for coverage under the Plan;
- (e) the day as of which the Employee or Retired Employee requests in writing that coverage of such Dependent cease.

- (h) Right to Use Data. The Company and the Administrators reserve the right to derive data for purposes of statistical analysis from the claims files held in connection with the Plan.

L. Administrative Information

1. In General.

The names and addresses of the Administrators and the agent for service of legal process can be found in the Plan's summary plan description, which is entitled "NYNEX Benefits for Non-Management Employees--Protecting



rule or particular decision. To the extent permitted by law, all findings of fact, determinations, interpretations, and decisions of the Administrator shall be conclusive and binding upon all persons having or claiming to have any interest or right under the Plan.

The Administrator shall make, or cause to be made, all reports or other filings, necessary to meet the reporting and disclosure requirements of ERISA which are the responsibility of the "plan administrators" under the ERISA.

3. Employer Identification Number.

The Employer Identification Number is 13-3180909.

4. Plan Number.

The Plan Number is 505.

M. General Provisions

1. No Enlargement of Employee Rights.

Nothing contained in this Plan is intended to give any employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any employee at any time. No employee, prior to his satisfaction of the conditions of eligibility for Benefits under the Plan, nor any other person, shall have any right to or interest in the Plan, other

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A QUICK LOOK AT THE NYNEX NON-MANAGEMENT DENTAL EXPENSE PLAN

Your NYNEX Non-Management Dental Expense Plan provides you and your eligible dependents with comprehensive dental coverage.

It covers basic preventive and diagnostic services—like routine examinations, teeth cleaning, x-rays, and fluoride treatments—at 100% of reasonable and customary charges.

And when preventive care isn't enough, the plan provides benefits for corrective care, such as fillings, extractions, crowns, bridges, dentures, periodontics, and orthodontics, based on a schedule of benefits.

Your NYNEX Non-Management Dental Expense Plan gives you the opportunity to get professional dental care that—coupled with daily brushing and flossing—provides a sound dental hygiene program.

The following chart summarizes the major benefits offered by the NYNEX Non-Management Dental Expense Plan. It doesn't detail the requirements either you or your dentist must satisfy to receive payments from the plan. To make sure you fully understand what the plan covers and what conditions must be satisfied, you'll want to read "What the Plan Covers."

Plan Features

Highlights

Eligibility

After six months of net credited service, regular non-management employees, certain temporary employees with certain service requirements employed by a NYNEX participating company and non-management employees retired with a service or disability pension. Management employees with a service or disability pension effective on or before July 1, 1985 also participate.

Coverage for Spouse and Dependents

Your spouse and dependents are covered if they meet the plan's eligibility requirements and are enrolled.

Cost

No premium cost if you're a full-time employee or a part-time employee working 25 or more hours a week.